KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM
LEASE AGREEMENT

LEASE/PR NO.	**PR-00502**	COLLEGE	**BCTC**
INITIAL ENCUMBRANCE	**$1**	CAMPUS	**Off campus- Scott Co.**
ANNUAL ENCUMBRANCE	**$1**	DATE	**7/1/2025**

1. Description of Leased Premises (hereinafter "Premises"). **Scott County Detention Center** ("Lessor") hereby leases to KCTCS on behalf of Bluegrass Community & Technical College **200 sq ft** of classroom/office space located at **130 N. Court St. Georgetown, KY** in Scott County. The following are part of this agreement:

2. Term and Termination.
   a. This Lease shall be effective for an initial term of **July 1, 2025** to **June 30, 2026** and shall **extend automatically** upon the same terms and conditions for further periods of 12 months, not to exceed **7** extension periods.
   b. KCTCS and Lessor shall further have the right to terminate this Lease at any time, with or without cause, upon 30 days' written notice to the other party.
   c. The 30 days will be calculated from the date the notice is received by the non-cancelling party. Termination shall be effective as of the last day of the month in which the notice period ends.
   d. If the Premises are destroyed by natural disaster or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Premises untenantable, KCTCS may terminate or suspend this Lease by giving written notice to Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and Premises are considered tenantable.

3. Responsibilities of KCTCS
   KCTCS shall:
   a. Pay rent to Lessor in the amount of $1 per year for the Premises and services described in Section 1.
   b. Not assign this Lease or sublet the Premises or otherwise allow anyone not affiliated with the conduct of KCTCS's operations to use the Premises.
   c. Have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the

ANYTHING ADDED UNDER SECTION "C" MUST HAVE PRIOR APPROVAL OF JAICER IN WRITING.

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building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the KCTCS's property and may be removed by it prior to the termination of this Lease.

d. Take good care of the Premises and return them at the expiration of this Lease and any extensions in as good condition as it was received, ordinary wear and tear and natural decay excepted.
e. Maintain contents insurance for all KCTCS owned equipment and other KCTCS items being stored in the leased premises.

4. Responsibilities of Lessor

Lessor shall:

a. Keep in quiet and peaceful possession of the Premises described in Section 1.
b. Comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).
c. Maintain the Premises in good repair and tenantable condition, including heating and/or air conditioning equipment, unless otherwise specified, and except in case of damage arising from the negligent acts of the KCTCS's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.
d. Procure and continuously maintain casualty and liability insurance on the Premises.
e. Maintain all life safety infrastructure components and will supply KCTCS with life safety system inspection reports including, but not limited to, inspections occurring pursuant to 815 KAR 10:060 Section 2, the Kentucky Standards of Safety. At a minimum, Lessor will provide fire alarm and fire sprinkler reports to KCTCS within ten (10) days of receiving inspection reports. Lessor, as the building owner, takes full responsibility and assumes all costs for ensuring life safety infrastructure (such as, fire alarms and sprinklers) and complying with Kentucky Revised Statutes and associated Kentucky Administrative Regulations. Lessor shall be responsible for maintaining life safety infrastructure components. Lessor will correct any life safety infrastructure deficiency in a timely manner at its expense, unless it is determined that the deficiency is the result of KCTCS' negligence. If the deficiency is the result of KCTCS's negligence, then KCTCS will assume corrective action responsibility and costs.
f. Certify that Lessor and/or the individual signing this Lease has authority and is legally entitled to enter into a contract with KCTCS and that by holding and performing this contract will not be violating any conflict of interest statute (KRS 45A.330 - 45A.340) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, nor realize any unlawful benefit or gain directly or indirectly from it. Lessor further certifies that neither the entity nor the individual signing has knowingly violated

any provision of the campaign finance law of the Commonwealth, and that entering into this Lease Agreement will not be a violation of the campaign finance laws of the Commonwealth.

g. Notify KCTCS of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.

5. Counterparts; Electronic Execution and Retention. This Lease may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Lease may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

6. Severability. In any case one or more of the provisions or part thereof contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining parts of the provision and the remaining provisions of this Lease will remain in full force and effect, and such invalid, illegal and unenforceable provisions shall be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law.

7. Access to Records. The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

8. Choice of Law and Venue. Both parties hereby agree that KCTCS, as a public agency, enjoys sovereign and/or governmental immunity. Per KRS 45A.245, any litigation arising from the alleged breach of this Lease and/or interpretation of the terms of this Lease shall be brought in the Franklin Circuit Court. Any negligence claims against KCTCS shall be brought before the Kentucky Claims Commission pursuant to KRS Chapter 49. Furthermore, all terms and conditions in this Lease to the contrary notwithstanding, the parties understand and agree that state and federal laws governing KCTCS as a public agency shall prevail.

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IN WITNESS WHEREOF, the parties hereto have subscribed their names:

Todd J. Kilburn
Todd J. Kilburn (Jul 21, 2025 09:06 EDT)

VICE PRESIDENT, KCTCS

LESSOR

130 NORTH COURT STREET
GEORGETOWN, KY. 40324

LESSOR'S ADDRESS

Approved this 20 day of AUGUST 2025

All correspondence and inquiries regarding this Lease are to be directed to the KCTCS, Attn: Monique Branham, 300 North Main Street, Versailles, KY, 40383, phone 859/256-3198